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 8 Substances Control and the Toxic Substances  
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9  
 10 IN THE UNITED STATES DISTRICT COURT  
 11 FOR THE CENTRAL DISTRICT OF CALIFORNIA  
 12

13 **CALIFORNIA DEPARTMENT OF  
 14 TOXIC SUBSTANCES CONTROL  
 15 and CALIFORNIA TOXIC  
 16 SUBSTANCES CONTROL  
 17 ACCOUNT,**

18 v.  
 19 **MYUNG FAMILY PARTNERSHIP  
 20 NO. 1, LP.; JUNG S. MYUNG,**

21 Defendants.

Case No. CV-23-05054 PA (SKx)

CONSENT DECREE BETWEEN  
 PLAINTIFFS AND DEFENDANTS  
 MYUNG FAMILY PARTNERSHIP  
 NO. 1, L.P.. and JUNG S. MYUNG

22 **I. INTRODUCTION**

23 1. Concurrently with the lodging of this Consent Decree, Plaintiffs the State  
 24 of California Department of Toxic Substances Control (“DTSC”) and the Toxic  
 25 Substances Control Account (collectively, “Plaintiffs”) are filing a complaint in this  
 26 matter pursuant to the Comprehensive Environmental Response, Compensation,  
 27 and Liability Act (“CERCLA”), 42 U.S.C. § 9601 et seq. (“Complaint”) against  
 28 Defendants the Myung Family Partnership No. 1, L.P. (“Myung Partnership”), and

1 Jung S. Myung (hereinafter collectively “Defendants”). In the Complaint, Plaintiffs  
2 seek to recover costs they incurred responding to releases and/or threatened releases  
3 of hazardous substances at or from the properties located at 4600 Firestone  
4 Boulevard, South Gate, California 90280 (“Green’s Cleaners Site”) and the South  
5 Region Elementary School No. 4 (“SRES #4 Property”), owned by the Los Angeles  
6 Unified School District (“LAUSD”) and located at 8929 Kauffman Avenue, South  
7 Gate, California 90280. Plaintiffs also seek a declaratory judgment under CERCLA  
8 section 113(g)(2), 42 U.S.C. § 9613(g)(2), that each Defendant is jointly and  
9 severally liable to Plaintiffs for the response costs Plaintiffs have incurred, and for  
10 any further response costs Plaintiffs incur in the future as a result of any release or  
11 threatened release of a hazardous substance at the Green’s Cleaners Site and the  
12 SRES #4 Property.

13       2. In the Complaint, Plaintiffs allege, in relevant part, the following:

14           a. The Green’s Cleaners Site and the SRES #4 Property are located  
15            in South Gate, California.

16           b. The Green’s Cleaners Site is approximately 0.162 acres and is  
17            identified as Los Angeles County Assessor’s Parcel No. 6216-  
18            016-026.

19           c. Defendant Myung Partnership, a California Limited Partnership,  
20            has been doing business at the Green’s Cleaners Site since  
21            approximately September 1997, and currently owns the Green’s  
22            Cleaners Site.

23           d. Defendant Jung S. Myung purchased the Green’s Cleaners Site  
24            on or about October 30, 1978, and, on or about October 10, 1997,  
25            transferred ownership of the Green’s Cleaners Site to Defendants  
26            Myung Partnership by grant deed.

27  
28

- e. Defendant Jung S. Myung has operated or been involved in the operation of Green's Cleaners at the Green's Cleaners Site since at least 1978.
- f. The SRES #4 Property is an elementary school owned by LAUSD and located at 8929 Kauffman Avenue, South Gate. SRES #4 Property is currently known as Azalea Academies.
- g. The SRES #4 Property is approximately sixty (60) feet west of the Green's Cleaners Site.
- h. Elevated levels of volatile organic compounds (VOCs), including trichloroethylene (TCE) and perchloroethylene (PCE), both hazardous substances under CERCLA, have been detected in the soil, soil vapor, and groundwater at the Green's Cleaners Site and the SRES #4 Property.
- i. PCE has historically been used in dry cleaning operations, and Green's Cleaners has been identified by DTSC as an active generator of hazardous wastes such as PCE.
- j. Other hazardous substances, including without limitation, cis-1,2-dichloroethene and vinyl chloride, have been detected in the soil, soil vapor, and groundwater at and in the vicinity of the Green's Cleaners Site.
- k. Beginning on or about February 4, 1982, the South Coast Air Quality Management District ("SCAQMD") issued several permits to Green's Cleaners for the use of PCE. Records compiled by the SCAQMD indicated that there were at least four air quality violations by Green's Cleaners, one of which included an unauthorized release of PCE from a drycleaning machine at the Green's Cleaners Site.

1. In 2005, LAUSD conducted a Preliminary Endangerment  
2 Assessment at the SRES #4 Property. During the Preliminary  
3 Endangerment Assessment, elevated levels of VOCs, primarily  
4 PCE, were detected in soil gas and soil at the northeastern portion  
5 of the SRES #4 Property.
6. m. On September 4, 2007, DTSC and LAUSD entered into a School  
7 Cleanup Agreement pursuant to California Health and Safety  
8 Code Sections 25355.5 and 25358.3 and California Education  
9 Code Section 17213.2. The purpose of the School Cleanup  
10 Agreement was to characterize the PCE in the soil and soil gas at  
11 the SRES #4 Property.
12. n. In 2007 and 2008, LAUSD conducted Supplemental Site  
13 Investigations to delineate the extent of PCE contamination in the  
14 northeastern portions of the SRES #4 Property.
15. o. Based on these investigations it was determined that the elevated  
16 levels of TCE and PCE resulted from Defendants' drycleaning  
17 operations at the Green's Cleaners Site.
18. p. The Agency for Toxic Substances and Disease Registry has found  
19 that long term (i.e., chronic) exposure to PCE may cause adverse  
20 effects to the nervous system, kidney, liver, and immune and/or  
21 hematologic systems depending on the concentration and length  
22 of exposure. Certain types of cancers may also be caused by long  
23 term exposure to PCE. PCE is listed as a carcinogen under  
24 California's Proposition 65.
25. q. The most likely primary route of exposure to PCE in the vicinity  
26 of the Site is the inhalation of vapors from PCE in the soil. This  
27 route of exposure would occur by inhaling PCE in soil vapor via  
28 intrusion into the indoor air from subsurface soil.

1 r. TCE also represents a threat to human health through ingestion,  
2 inhalation, and dermal contact exposure pathways. TCE can  
3 adversely affect the kidneys, liver, eyes, skin, central nervous  
4 system, and cardiovascular system. It can also cause skin and eye  
5 irritation, headaches, dizziness, tremors, drowsiness, nausea,  
6 vomiting, and liver injury. TCE is also a potential male  
7 reproductive toxin.

8 s. On December 22, 2015, DTSC issued Remedial Action Order  
9 No. HSA-FY15/16-072 to Defendant Myung Partnership,  
10 ordering that it investigate and remediate hazardous substance  
11 contamination at and adjacent to the Green's Cleaners Site.

12 t. Since the issuance of the Remedial Action Order, Defendants  
13 have been conducting remedial investigation activities at, and in  
14 the vicinity of, the Green's Cleaners Site and the SRES #4  
15 Property, including, but not limited to, soil assessment, soil vapor  
16 monitoring, installation and monitoring of groundwater  
17 monitoring wells, air sparging, and soil vapor extraction pilot  
18 studies.

19 u. In May 2015, LAUSD filed an environmental cost recovery  
20 action in the United States District Court for the Central District  
21 of California against Defendants, seeking recovery of damages,  
22 as well as past and future costs allegedly incurred by LAUSD in  
23 response to the purported PCE and TCE contamination allegedly  
24 caused by the drycleaning operations conducted by Defendants.  
25 *Los Angeles Unified School District v. Myung Family  
26 Partnership, et al.*, Case No. CV-15-03832-CAS.

27 v. In 2016, Defendants and LAUSD settled LAUSD's cost recovery  
28 action pursuant to an "Interim Mutual Release and Settlement

Agreement.” The settlement amount paid by Defendants to LAUSD was funded by Insurance Company of the West (ICW) and Farmers Insurance Exchange (Farmers), both of whom had issued general liability policies to Myung Partnership No. 1 LP. ICW paid \$500,000, and Farmers paid \$33,000 to LAUSD, on Defendants’ behalf to settle the LAUSD cost recovery action.

7       3. DTSC has taken response actions necessary to investigate, remove and/or  
8 remedy the hazardous substances released and/or threatened to be released at the  
9 Green's Cleaners Site and the SRES #4 Property. DTSC's response actions  
10 included, but were not limited to, the following activities: investigation of  
11 contamination at the Green's Cleaners Site and the SRES #4 Property;  
12 enforcement/cost recovery activities; and oversight of response actions taken by  
13 Defendants and their contractors.

14           4. DTSC's response actions were not inconsistent with the National  
15 Contingency Plan, 40 C.F.R. Part 300.

16        5. As of July 15, 2022, DTSC's unreimbursed costs for investigation and  
17 other response actions related to the Green's Cleaners Site and the SRES #4  
18 Property are in excess of \$380,000.

19           6. DTSC will continue to incur future response costs to address  
20 contamination at the Green's Cleaners Site and the SRES #4 Property.

21       7. Defendants have claimed an inability to pay DTSC's unreimbursed and  
22 future response costs related to cleanup of the Green's Cleaners Site and the SRES  
23 #4 Property and have submitted financial information in support of this claim to  
24 DTSC. Defendants affirm, under penalty of perjury, that the financial information  
25 provided to DTSC is true and correct.

26        8. DTSC reviewed the financial information submitted by Defendants and  
27 has relied on this information in entering into this Consent Decree. DTSC and  
28 Defendants agree that settlement without prolonged litigation or admission of any

1 issue of fact or law is the most appropriate means of resolving DTSC's response  
2 costs related to contamination of the Green's Cleaners Site and the SRES #4  
3 Property. In making this determination of Defendants' financial viability and in  
4 entering into this settlement, DTSC has relied on the financial information provided  
5 by Defendants.

6       9. Plaintiffs and Defendants (collectively, the "Parties") agree, and this  
7 Court, by entering this Consent Decree, finds, that: this Consent Decree has been  
8 negotiated by the Parties in good faith; that settlement of this matter will avoid  
9 expensive, prolonged, and complicated litigation between the Parties; and that this  
10 Consent Decree is fair, reasonable, in the public interest, and consistent with the  
11 purpose of CERCLA.

12

13       **THEREFORE**, the Court, with the consent of the Parties to this Consent  
14 Decree, hereby **ORDERS, ADJUDGES, AND DECREES**, as follows:

15

16       **II. JURISDICTION**

17       10. This Court has subject matter jurisdiction over this action pursuant to 28  
18 U.S.C. § 1331, and § 113(b) of CERCLA, 42 U.S.C. § 9613(b). The Court has  
19 personal jurisdiction over each of the parties to this Consent Decree. Venue is  
20 proper in this district under 28 U.S.C. § 1391(b) and § 113(b) of CERCLA, 42  
21 U.S.C. § 9613(b).

22       11. Solely for the purposes of this Consent Decree and the underlying  
23 Complaint, Defendants waive all objections and defenses that Defendants may have  
24 to the jurisdiction of the Court or to venue in this district. Defendants consent to,  
25 and shall not challenge, the terms of this Consent Decree and this Court's  
26 jurisdiction to enter and enforce this Consent Decree.

27       12. The Court shall retain jurisdiction over this matter for the purpose of  
28 interpreting and enforcing the terms of this Consent Decree, if necessary.

1

### 2 **III. SETTLEMENT OF DISPUTED CLAIMS**

3       13. This Consent Decree resolves Plaintiffs' claims against Defendants in the  
4 Complaint. Plaintiffs agree to settlement of Defendants' liability in this action in  
5 exchange for consideration from Defendants, including payment by Defendants to  
6 reimburse a portion of Plaintiffs' Response Costs incurred and to be incurred at, or  
7 in connection with, releases and threatened releases of hazardous substances at the  
8 Green's Cleaners Site and at SRES #4 Property. The Parties' mutual releases of  
9 liability and the consideration for those releases are set forth herein in detail below.

10       14. Nothing in this Consent Decree shall be construed as an admission by  
11 Defendants of any issue of law or fact or of any violation of law. Except as  
12 otherwise provided by this Consent Decree, this Consent Decree shall not prejudice,  
13 waive, or impair any right, remedy, or defense that Defendants may have in any  
14 other or further legal proceeding.

15       15. Upon approval and entry of this Consent Decree by the Court, this  
16 Consent Decree shall constitute a final judgment between the Parties.

17

### 18 **IV. DEFINITIONS**

19       16. Unless otherwise expressly provided herein, terms used in this Consent  
20 Decree that are defined in CERCLA, or in regulations promulgated under CERCLA  
21 shall have the meaning assigned to them therein. Whenever terms listed below are  
22 used in this Consent Decree, the definitions below shall apply.

23       17. "DTSC" or "Department" shall mean the California Department of Toxic  
24 Substances Control, and its predecessor and successor agencies. DTSC is a public  
25 agency of the State of California organized and existing under and pursuant to  
26 California Health and Safety Code § 58000 *et seq.* Under California law, DTSC is  
27 the state agency responsible for determining whether there has been a release and/or  
28 threatened release of hazardous substances into the environment, and for

1 determining the actions to be taken in response thereto. DTSC is the California state  
2 agency with primary jurisdiction over the response to the release and threatened  
3 release of hazardous substances at, in, or from the Site. For the purposes of access  
4 to the Site or the Property, DTSC's right of access to the Site shall include any  
5 contractors or subcontractors or other persons doing response work for or on behalf  
6 of DTSC.

7 18. "Effective Date" shall mean the day on which the Court enters an order  
8 approving this Consent Decree.

9 19. "Parties" shall mean DTSC, the Toxic Substances Control Account, and  
10 Defendants.

11 20. "Response Costs" shall mean all costs of "removal," "remedial action,"  
12 or "response" as those terms are defined by section 101 of CERCLA, 42 U.S.C. §  
13 9601, related to release and/or threatened release of hazardous substances at,  
14 beneath, and/or from the Site and SRES #4, including in the soils, air, and  
15 groundwater. Response Costs include, but are not limited to, direct labor costs;  
16 contractor, consultant, and expert costs; travel and any other out-of-pocket  
17 expenses; the costs of identifying, developing evidence against, and pursuing  
18 claims against persons or entities liable for the release or threatened release of  
19 hazardous substances at, in, or from the Site; indirect costs; oversight costs;  
20 applicable interest charges; and attorneys' fees incurred by DTSC.

21 21. "Defendants" shall collectively include the Myung Family Partnership  
22 No. 1, L.P. and Jung S. Myung.

23 22. "Myung Family Partnership" shall mean the Myung Family Partnership  
24 No. 1, L.P. and any other persons acting or purporting to act on its behalf including,  
25 but not limited to, your past or present agents, officers, partners, director's  
26 employees, trustees, representatives, accountants, consultants, contractors,  
27 subsidiaries, predecessors, successors and assignees and subsidiary and parent  
28 corporations.

1           23. Defendant Jung S. Myung refers to the individual Defendant, Jung S.  
2 Myung, who is a principal partner in the Myung Family Partnership.

3           24. “Toxic Substances Control Account” shall mean the Toxic Substances  
4 Control Account, which is an account within the State of California General Fund.  
5 Cal. Health & Saf. Code §§ 25173.6, 25324. The Director of the Department  
6 administers the State Toxic Substances Control Account. The State Toxic  
7 Substances Control Account may sue in its own name (Cal. Health & Saf. Code, §  
8 25331), and shall be a party in any action for recovery of costs or expenditures  
9 incurred from the state account.

10

11 **V. SETTLING DEFENDANTS’ OBLIGATIONS**

12           25. Settlement Payment. Within forty-five (45) days of the approval and  
13 entry of this Consent Decree by the Court, Defendants shall pay Plaintiffs the total  
14 sum of \$517,000 (“Settlement Amount”).

15           26. Defendants’ payment obligations under this Consent Decree shall be  
16 deemed to have been satisfied in full upon delivery to DTSC of the payments due in  
17 accordance with the provisions in Paragraph 25 of this Consent Decree.

18           27. The payment specified in Paragraph 25 shall be made by certified or  
19 cashier’s check payable to the California Department of Toxic Substance Control in  
20 accordance with the instructions set forth in <https://dtsc.ca.gov/make-a-payment/>  
21 and shall bear on its face the court’s case number for this proceeding. For payments  
22 made via check or money order, a photocopy of all payments shall also be sent to  
23 Ahmad Bajouk, Administrative Project Manager, Brownfields and Environmental  
24 Restoration Program, Department of Toxic Substances Control, 5796 Corporate  
25 Avenue, Cypress, CA 90630. A copy of the check or money order shall also be

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1 mailed to:

2  
3 Doyle Graham  
4 Staff Counsel  
5 Department of Toxic Substances Control  
6 Office of Legal Counsel, MS-23A  
7 1001 I Street  
8 Sacramento, CA 95814,

9 and e-mailed to [Doyle.Graham@dtsc.ca.gov](mailto:Doyle.Graham@dtsc.ca.gov) in PDF format.

10 Donald Robinson, Deputy Attorney General  
11 California Department of Justice  
12 300 South Spring Street, 11-North  
13 Los Angeles, CA 90013

14 and emailed to [Donald.Robinson@doj.ca.gov](mailto:Donald.Robinson@doj.ca.gov) in PDF format.

15 28. This Consent Decree is conditioned upon full execution of the  
16 Defendants' obligations in Paragraph 25.

17 29. No Interest or Pre-Payment Penalties. There shall be no interest accrued  
18 on the Settlement Amount. In addition, Defendants shall have the right to prepay all  
19 or any part of the Settlement Amount at any time prior to it being due, pursuant to  
20 the payment schedule in Paragraph 25, with no prepayment penalty.

21 30. No Lien. In consideration of the terms agreed upon herein, the Parties  
22 hereby agree that no lien shall be recorded against the Green's Cleaners Site by  
23 DTSC to secure all or any part of DTSC's Response Costs incurred relating to the  
24 Green's Cleaners Site or the SRES #4 Property through July 15, 2022, and at any  
25 time after the Effective Date of this Consent Decree, and further agree that DTSC  
26 will not take any action to impose such lien against the Green's Cleaners Site.

27 31. Cessation of Work under the Remedial Action Order. Defendants have  
28 ceased work under the Remedial Action Order and shall not be responsible for any  
Response Costs incurred by DTSC during the pendency of this action prior to the  
Effective Date of this Consent Decree. Defendants have represented to DTSC that  
when the Settlement Amount is paid to DTSC, Defendants will not be able to fund  
any future remedial investigation at the Green's Cleaners Site and the SRES #4

1 Property, as Defendants' insurance funding source will at that point be exhausted.  
2 Defendants covenant that they shall cooperate with DTSC's efforts to secure any  
3 additional funding for Response Costs related to the Green's Cleaners Site, whether  
4 that funding source is secured through a State or Federal grant or otherwise.

5       32. Land Use Covenant. Pursuant to California Code of Regulations, title 22,  
6 section 67391.1, Defendant Myung Partnership shall sign and record a Land Use  
7 Covenant in a form provided by DTSC restricting the use of the Green's Cleaners  
8 Site in accordance with, and within 90 days of, DTSC's request. Defendant Myung  
9 Partnership and all subsequent owners of the Green's Cleaners Site must comply  
10 with the Land Use Covenant during their respective periods of ownership, as  
11 required under California law.

12

## 13 **VI. SETTLING PLAINTIFFS' OBLIGATIONS**

14       33. Issuance of the NFA letter to LAUSD regarding Investigation and  
15 Remediation of SRES #4 Property. Within thirty (30) days of the effective date of  
16 this Consent Decree, DTSC shall rescind the O&M agreement with LAUSD as to  
17 the SRES #4 Property and issue a No Further Action ("NFA") letter to LAUSD  
18 concerning the termination of any and all obligation(s) of LAUSD to investigate  
19 and/or remediate the SRES #4 Property.

20

## 21 **VII. ACCESS TO INFORMATION AND THE PROPERTY**

22       34. Defendant Myung Partnership shall provide DTSC full access to the  
23 Green's Cleaners Site and fully cooperate with DTSC for response activities,  
24 including, but not limited to, implementation of the remedial actions and ongoing  
25 operation and maintenance activities. Any sale of the Green's Cleaners Site by  
26 Myung Partnership shall include a requirement that all purchasers of the Green's  
27 Cleaners Site shall provide DTSC full access to the Green's Cleaners Site and fully  
28 cooperate with DTSC for response activities, including, but not limited to,

1 implementation of the remedial actions and ongoing operation and maintenance  
2 activities.

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4 **VIII. COVENANT NOT TO SUE BY PLAINTIFFS**

5 35. Covenant Not to Sue by DTSC. Except as provided in Section IX  
6 (Reservation of Rights) DTSC covenants not to sue Defendants to recover either  
7 past, current or future Response Costs related to the Green's Cleaners Site and the  
8 SRES #4 Property incurred or to be incurred by DTSC. This Covenant Not to Sue  
9 shall take effect on the Effective Date and shall remain in effect so long as  
10 Defendants are in substantial compliance with their obligations under this Consent  
11 Decree.

12 36. This Covenant Not to Sue is that of Plaintiffs only and nothing in this  
13 Consent Decree is intended to, or shall, affect the rights of any other agency, board,  
14 department, or other entity of the State of California.

15

16 **IX. PLAINTIFFS' RESERVATION OF RIGHTS**

17 37. This Consent Decree is conditioned upon the complete and satisfactory  
18 performance by Defendants of all obligations under this Consent Decree. Failure to  
19 provide timely payment in accordance with the terms of this Consent Decree may  
20 constitute a material breach of this Consent Decree. This Consent Decree is also  
21 conditioned upon Defendants' certification that the financial information provided  
22 to and relied upon by DTSC in entering into this Consent Decree is true and correct.  
23 If Defendants fail to comply with the terms of this Consent Decree, or if the  
24 financial information or certification provided by Defendants as described in  
25 Paragraphs 7 and 8 of this Consent Decree is false or, in any material respect,  
26 inaccurate, DTSC may, in addition to other available remedies or sanctions, pursue  
27 Defendants for all amounts incurred or to be incurred by DTSC related to the SRES  
28 #4 Property and the Green's Cleaners Site, including interest. DTSC will give

1 Defendants reasonable notice and a reasonable opportunity to cure before pursuing  
2 any remedies or sanctions pursuant to this Section.

3       38. DTSC reserves, and this Agreement is without prejudice to, all rights  
4 against Defendants with respect to liability resulting from: (1) Defendants'  
5 introduction of any hazardous substance, pollutant, or contaminant to the SRES #4  
6 Property and the Green's Cleaners Site after the Effective Date of this Agreement;  
7 (2) overt acts by Defendants after the Effective Date that cause and/or exacerbate  
8 the hazardous substance conditions existing at or from the SRES #4 Property or the  
9 Green's Cleaners Site ; or (3) claims based on Defendants' liability arising from the  
10 past, present, or future disposal of hazardous substances at sites or locations other  
11 than the SRES #4 Property and the Green's Cleaners Site.

12

13 **X. COVENANT NOT TO SUE BY SETTLING DEFENDANTS**

14       39. Covenant Not to Sue by Defendants. Defendants covenant not to sue, and  
15 agree not to assert any claims or causes of action against DTSC or its contractors or  
16 employees, for: (1) any costs or damages Defendants might suffer as a result of the  
17 response actions undertaken by DTSC or its contractors; (2) any and all civil  
18 liability for reimbursement of all or a portion of Defendants' past or future  
19 Response Costs, declaratory relief, injunctive relief, or any other relief under  
20 CERCLA or state law for liability with regard to releases or threatened releases of  
21 hazardous substances at, in, or from the Green's Cleaners Site or the SRES #4  
22 Property; and (3) any and all civil liability, costs, or damages, related to DTSC's  
23 oversight of the response actions or review of construction documents.

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1       **XI. NOTIFICATION**

2           40. Notification to or communication among the Parties as required or  
3 provided for in this Consent Decree shall be addressed as follows:

4 For Plaintiffs:

5           Scarlett Zhai  
6           Project Manager  
7           California Department of Toxic Substances Control  
8           Cypress Regional Office  
9           5796 Corporate Avenue  
10           Cypress, CA 90630  
11           [Scarlett.Zhai@dtsc.ca.gov](mailto:Scarlett.Zhai@dtsc.ca.gov)

12           Doyle Graham  
13           Staff Counsel  
14           California Department of Toxic Substances Control  
15           Office of Legal Counsel, MS-23A  
16           1001 I Street  
17           Sacramento, CA 95814  
18           [Doyle.Graham@dtsc.ca.gov](mailto:Doyle.Graham@dtsc.ca.gov)

19           Donald Robinson  
20           Deputy Attorney General  
21           California Department of Justice  
22           300 South Spring Street  
23           Los Angeles, CA 90013  
24           [Donald.Robinson@doj.ca.gov](mailto:Donald.Robinson@doj.ca.gov)

25           For Defendants Jung S. Myung and Defendant Myung Family Partnership No. 1,  
26 LP:

27           Murray M. Sinclair  
28           Murray M. Sinclair & Associates  
29           2029 Century Park East, Suite 400  
30           Los Angeles, CA 90067  
31           [murray@murraysinclairlaw.com](mailto:murray@murraysinclairlaw.com)

32       **XII. GENERAL PROVISIONS**

33           41. Compliance with Applicable Laws. Nothing in this Consent Decree shall  
34 relieve Defendants from complying with all other applicable laws and regulations,  
35 including, but not limited to, compliance with all applicable waste discharge

1 requirements issued by the State Water Resources Control Board or a California  
2 Regional Water Quality Control Board. Defendants shall ensure all actions required  
3 by this Consent Decree conform to all applicable federal, state, and local laws and  
4 regulations.

5       42. Defendants' Liabilities. Except as expressly provided for in this Consent  
6 Decree, nothing in this Consent Decree shall constitute or be construed as a  
7 satisfaction or release from liability for any conditions or claims arising as a result  
8 of past, current, or future operations of Defendants. Nothing in this Consent Decree  
9 is intended or shall be construed to limit the rights of any of the Parties with respect  
10 to claims arising out of or relating to the deposit or disposal at any other location of  
11 substances removed from the Site. Nothing in this Consent Decree is intended or  
12 shall be construed to limit or preclude DTSC from taking any action authorized by  
13 law to protect public health or safety or the environment and recovering the cost  
14 thereof from a liable party other than Defendants. Notwithstanding compliance with  
15 the terms of this Agreement, Defendants may be required to take further actions as  
16 are reasonably necessary to protect public health and the environment, such as those  
17 actions described in Paragraphs 32 and 34 above.

18       43. Parties Bound. This Consent Decree applies to and is binding upon  
19 Defendants and each of its respective officers, directors, agents, employees,  
20 contractors, consultants, receives, trustees, successors, and assignees, including, but  
21 not limited to, individuals, partners, and subsidiary and parent corporations.

22       44. Third Party Beneficiaries. Except as provided in Paragraph 43 regarding  
23 Parties Bound, nothing in this Consent Decree shall be construed to create any  
24 rights in, or grant any cause of action to, any person not a Party to this Consent  
25 Decree.

26       45. Termination and Satisfaction. Except for Defendants' obligations under  
27 Paragraphs 32 and 34, Defendants' obligations under this Consent Decree shall

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1 terminate and be deemed satisfied upon Defendants' receipt of written notice from  
 2 DTSC that Defendants have complied with all the terms of this Consent Decree.

3       46. Contribution Protection. The Parties agree that this Consent Decree  
 4 constitutes a judicially approved settlement for purposes of CERCLA  
 5 Section 113(f)(2), 42 U.S.C. 9613(f)(2), for matters addressed in this Consent  
 6 Decree. Accordingly, on and after the Effective Date of this Consent Decree,  
 7 Defendants shall be entitled to protection against all claims for contribution,  
 8 pursuant to CERCLA Sections 113(f)(2) and 113(f)(3)(B), 42 U.S.C. 9613(f)(2),  
 9 9613 (f)(3)(B), for the "matters addressed" in this Consent Decree. The "matters  
 10 addressed" in this Consent Decree are all response actions taken or to be taken at  
 11 the Green's Cleaners Site and the SRES #4 Property. The contribution protection  
 12 provided in this Section is conditioned upon Defendants' substantial compliance  
 13 with their obligations under this Consent Decree and public notice of the Consent  
 14 Decree pursuant to Paragraph 60, below. Nothing in this Consent Decree  
 15 diminishes the right of DTSC to pursue any other person for Response Costs  
 16 incurred by DTSC and to enter into settlements that give rise to contribution  
 17 protection for those persons.

18       47. Change of Ownership. No change in ownership or corporate or  
 19 partnership status related to the Green's Cleaners Site shall in any way alter  
 20 Defendants' responsibilities under this Consent Decree. No conveyance of title,  
 21 easement, or other interest in the Green's Cleaners Site, or a portion of the Green's  
 22 Cleaners Site, shall affect Defendants' obligations under this Consent Decree.  
 23 Defendants shall be responsible for and liable for any failure to carry out all  
 24 activities required of Defendants by the terms and conditions of this Consent  
 25 Decree, regardless of Defendants' use of employees, agents, contractors, or  
 26 consultants to perform any such tasks. Defendants shall provide a copy of this  
 27 Consent Decree to any subsequent property owners or successors before ownership  
 28 rights or stock or assets in a corporate acquisition are transferred.

1       48. No Waiver of Enforcement. Plaintiffs' non-enforcement of any provision  
2 of this Consent Decree shall in no way be deemed a waiver of such provision or in  
3 any way affect the validity of this Consent Decree. Plaintiffs' non-enforcement of  
4 any such provision shall not preclude it from later enforcing the same or any other  
5 provision of this Consent Decree.

6       49. No Findings by Plaintiffs. The statements of fact set forth in this Consent  
7 Decree are not intended to constitute a finding by Plaintiffs as to the risks to human  
8 health or the environment that may be posed by contamination at either SRES #4  
9 Property or the Green's Cleaners Site or whether or not a nuisance condition exists  
10 at the SRES #4 Property and/or the Green's Cleaners Site. This Consent Decree  
11 does not constitute a representation by Plaintiffs that the SRES #4 Property or the  
12 Green's Cleaners Site or any part thereof, is fit for any particular purpose.

13       50. Governmental Immunity. Nothing herein is intended, nor shall be  
14 construed, to limit, impair, or prejudice the governmental tort, statutory, or  
15 sovereign immunities available to Plaintiffs under applicable law for their response  
16 actions, oversight or other activities with respect to the SRES #4 Property and the  
17 Green's Cleaners Site.

18       51. Severability. The provisions of this Consent Decree are severable, and a  
19 determination that any provision is invalid or unenforceable shall not affect the  
20 validity and enforceability of the remaining provisions.

21       52. Integration. This Consent Decree, including the exhibits and other  
22 materials incorporated herein by reference, constitutes the entire agreement  
23 between Plaintiffs and Defendants and may not be amended or supplemented  
24 except as provided for in this Consent Decree.

25       53. Modifications. This Consent Decree may only be modified upon the  
26 written agreement of Plaintiffs and Defendants and the approval of the Court, or  
27 upon order of the Court after noticed motion by a Party to this Consent Decree.

28

1       54. Interpretation. The Consent Decree is entered into and shall be construed  
2 and interpreted in accordance with the laws of the State of California and, where  
3 applicable, the laws of the United States. This Consent Decree shall be deemed to  
4 have been drafted equally by all Parties hereto.

5       55. Time Periods. Unless otherwise specified, “days” means calendar days.

6       56. Signatories. Each signatory to this Consent Decree certifies that he or she  
7 is fully authorized by the Party he or she represents to agree to the terms and  
8 conditions of this Consent Decree, to execute it on behalf of the Party represented,  
9 and to legally bind that Party to all the terms and conditions of this Consent Decree.

10       57. Counterparts. This Consent Decree may be executed in two or more  
11 counterparts by the Parties, each of which shall be deemed an original, but all of  
12 which together shall constitute one and the same instrument.

13       58. Attorneys’ Fees and Costs. Each Party to this Consent Decree shall bear  
14 its own costs, attorneys’ fees, expert witness fees, and all other costs of litigation;  
15 provided, however, that if any Party to this Consent Decree brings an action  
16 against the other to enforce this Consent Decree, and is successful in such action,  
17 the prevailing party(ies) shall be reimbursed by the party(ies) who caused such  
18 enforcement action to be filed for all costs of such action, including, but not limited  
19 to, attorneys’ fees. This paragraph shall have no effect on the Parties’ right to  
20 recover these fees or costs from any third person not a party to this Consent Decree.

21       59. Effective Date. The Effective Date of this Consent Decree shall be the  
22 date on which the Court enters an order approving this Consent Decree.

23

### 24 **XIII. ENTRY OF THE CONSENT DECREE**

25       60. This Consent Decree shall be lodged with the Court for a period of not  
26 less than thirty (30) Days. DTSC may modify or withdraw its consent to this  
27 Consent Decree if comments received during the public comment period disclose  
28 facts or considerations that indicate that this Consent Decree is inappropriate,

improper, or inadequate. Should DTSC withdraw its consent to this Consent Decree the Parties shall be released from their obligations under the Consent Decree. The Parties would then be free to negotiate a new agreement. This Consent Decree may not be used as evidence in any litigation between the parties should DTSC withdraw its consent to this Consent Decree. Any modifications to the Consent Decree proposed by DTSC shall be effective only if agreed to in writing by Defendants. Any new agreement will be subject to an additional public comment period of not less than thirty (30) days. Any modified Consent Decree may also be subject to, at DTSC's discretion, an additional public comment period of not less than thirty (30) days. DTSC will bear its own costs associated with public notice of any new agreement or modified Consent Decree.

12        60. If, following the close of the public comment period, DTSC decides not  
13 to modify the Consent Decree or withdraw its consent, DTSC shall confirm its  
14 intention to proceed with the Consent Decree in a notice delivered to counsel for  
15 Defendants, Murray M. Sinclair. Once issued, DTSC's notice of intent to proceed  
16 with the Consent Decree will be deemed incorporated into this Consent Decree.

17        61. If the Court should decline to approve this Consent Decree in the  
18 form presented, it shall be voidable at the sole discretion of any Party.

19 IT IS HEREBY AGREED:

## CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL

22 DATED: 3/18/23

By: Peter Garcia Digitally signed by Peter Garcia  
Date: 2023.03.13 12:54:46  
-07'00'

## Branch Chief Site Mitigation and Restoration Program

27 DATED: 12/19/2022

By: Jung S. Myung  
Jung S. Munro

JUNG S. MYUNG

DATED: 12/19/2022

By: Jung S. Mung  
Jung S. Mung

**APPROVED AS TO FORM:**

DATED: 03/09/2023

By: Doyle Graham

Doyle Graham, Staff Attorney  
Office of Legal Counsel

DATED: 12/19/2022

By

~~Murray M. Sinclair  
Murray M. Sinclair & Associates~~

**IT IS SO ORDERED, ADJUDGED, AND DECREED**

Dated: October 23, 2023

Terry Allen  
United States District Judge